



## **FRAMEWORK AGREEMENT FOR COOPERATION**

**between**

**SAINT-PETERSBURG UNIVERSITY,  
RUSSIAN FEDERATION**

**and**

**CHARLES UNIVERSITY, CZECH REPUBLIC**

Federal State Budgetary Educational Institution of Higher Education “Saint-Petersburg University” (hereinafter referred to as SPbU), duly represented by its Vice-rector for International Affairs Sergey Andryushin acting under the proxy n. 28-21-506 dated 31.12.2019

and

Charles University (hereinafter – CU), duly represented by its Rector Prof. Tomáš Zima, MD., DSc., hereinafter together referred to as the “Parties” and solely to as the “Party”,

enter into this Framework Agreement for Cooperation (hereinafter referred to as “Agreement”), which continue the cooperation of both Parties on the basis of the Agreement of Inter-University Co-Operation signed on 22.10.1999, and agree to the following:

### **1. OBJECTIVES OF THE AGREEMENT**

1.1 This cooperation shall include but not be limited to:

- a) the development of collaborative research projects;
- b) the organisation of joint academic and scientific activities, such as courses, conferences, seminars, workshops, symposia or lectures;
- c) organizing of academic and scientific exchange as well as staff exchange;
- d) organizing mobility exchange programs for undergraduate students and graduate students (including Ph.D. students);
- e) the exchange of publications and other informational materials of common interest;
- f) the development of collaborative educational projects including the development and implementation of educational programs.

### **2. GENERAL PROVISIONS**

2.1 In order to carry out and fulfil the aims of the Agreement, the Parties will work out and sign the annexes to this Agreement.

- 2.2 Either Party may initiate proposals for activities under this Agreement.
- 2.3 Specific details of any activity can be set forth in the annexes to this Agreement upon signing by the authorised representatives of each Party.
- 2.4 The annexes may include such items as number and period of student and staff exchange, budgets and sources of financing, the responsibilities of each Party for the agreed upon activity and other items necessary for the efficient achievement of the activity.

### **3. INTELLECTUAL PROPERTY**

- 3.1 The Parties agree to abide by intellectual property rights of each Party created before the conclusion of the present Agreement.
- 3.2 The intellectual property rights created under the present Agreement will belong to the Party created the intellectual property.
- 3.3 In respect to intellectual property jointly created by the Parties under the present Agreement the Parties agree to conclude a separate agreement on the legal protection, deployment and ensuring of confidentiality of such intellectual property.

### **4. CONFIDENTIALITY**

The parties agree that personally identifiable information such as social security numbers and education records of the students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable laws.

### **5. FORCE MAJEURE**

In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire (without somebody else's cause), earthquake, hurricane, flood, act of God or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

### **6. PERSONAL DATA PROTECTION**

- 6.1 Each party shall comply with its obligations under all applicable data protection and privacy legislation and regulations. Personal data processing (particularly document management and archival policy) at Charles University is regulated in accordance with EU Regulation 2016/679 of the European Parliament and of the Council on General Data Protection Regulation.
- 6.2 The Contracting Parties further declare that, as personal data processors, they will guarantee in a transparent manner adequate technical and organizational security of the personal data of incoming persons, including the prohibition of transfer of data to third parties.

### **7. DURATION AND TERMINATION OF THE AGREEMENT**

- 7.1 This Agreement becomes effective on the date of its publication in the Czech Contracts Register in accordance with Act No. 340/2015 Sb., on special conditions for the effect of some contracts,


the publication of such contracts and the register of contracts (the Contracts Register Act), as amended. The contracting parties expressly stipulate that Charles University assumes responsibility for publication of this agreement in the Contracts Register in line with Act No. 340/2015 Sb., as amended. The publication will be executed within one week after the signed Agreement is delivered to the International Relations Office, Charles University.

- 7.2 The Agreement shall be valid for a period of 5 (five) years during the period from 2020 till 31.12.2024, but may be renewed upon the written mutual consent.
- 7.3 Any changes to the Agreement shall be subject to the written consent of both Parties.
- 7.4 This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination. However, any students who have commenced their exchange experience at either university at the date of termination may complete their courses of study. If an imbalance exists in the number of students exchanged, the deficit institution is obliged to accept students until the imbalance is eliminated.

## 8. FINAL PROVISIONS

- 8.1 Should any dispute or disagreement arise between the Parties connected with or concerning the Agreement, the Parties shall first try to resolve the dispute by negotiations. If the dispute has not been resolved by such negotiations within 30 days since the dispute arose, the Parties shall be free to submit the dispute to a court of the respondent's place of business. The applicable law is law of the country where the questionable commitment arose.
- 8.2 Both Parties shall not use names and logos of the other Party without its prior consent, if it is not directly related to the performance of obligations under this Agreement except as provided by law.
- 8.3 The Parties agree to post on their websites reciprocally information about the partner university, including reference link to the universities' websites and links to online courses/MOOCs.
- 8.4 Student exchange and academic and scientific exchange will be implemented on the basis of additional Protocols that shall be agreed and signed by authorities of both Parties.
- 8.5 Two copies of this Agreement are signed in English; one copy for each Party.

On behalf of  
Federal State Budgetary Educational  
Institution of Higher Education Saint  
Petersburg State University

  
Sergey Andryushin  
Vice –Rector for International Affairs

Date: 03.02.2020

On behalf of  
Charles University

  
Prof. Tomáš Zima, MD., DSc.  
Rector

Date: 27.2.2020